

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

AND

CITY OF WOODSTOCK, ILLINOIS

May 1, 2018 through April 30, 2024

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PREAMBLE

This AGREEMENT entered into by the CITY OF WOODSTOCK, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of certain specified full-time employees of the City's Public Works Department, and has as its intent and purpose the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement; the promotion of good working relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operation of the City; and the establishment of an orderly procedure for the resolution of grievances as provided herein.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer's Department of Public Works, as certified by the Illinois State Labor Relations Board in No.: S-RC-11-039 and the Lab Manager and Water Treatment Operator I and Water Treatment Operator II's.

Section 1.2 New Positions

The City shall within fifteen (15) calendar days notify the Union of its decision to implement any new position(s) pertaining to work of a nature performed by bargaining unit members. If the new position is a successor title to a position covered by the Agreement and the job duties are not significantly altered or changed, the new position shall automatically become a part of this Agreement. The City shall establish the wage rate and working conditions for the new position until such time the parties have concluded negotiations. If the parties do not agree, both parties agree to arbitration.

Section 1.3 Duty of Fair Representation

The Union recognizes its responsibility as the exclusive bargaining agent for the employees in the bargaining unit covered by this Agreement, and the Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, whether or not they are members of the Union.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the City prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's mission, policies, procedures, and to set all standards of service offered in the community; to determine the budget, and to allocate budgetary priorities; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment; to determine reasonable standards of conduct, both on and off duty, to the extent permitted by federal and state law; to select, hire, train, evaluate, promote, demote and transfer employees; to discipline and discharge employees for just cause (probationary employees without cause); to schedule and assign work and work duties; to assign overtime; to establish and enforce reasonable work, productivity and performance standards and, from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which City operations and services shall be provided or purchased; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission, duties and responsibilities of the City in situations of local disaster or civil emergencies as may be formally declared by the Mayor or his designee to declare that a local disaster or civil emergency condition exists. In the event of such emergency action, the provisions of this Agreement may be suspended, except for rates of pay. A local disaster or civil emergency shall include, but is not limited to, riots, civil disorder, and natural or manmade disaster conditions. For the purposes of this Agreement, an "emergency" is defined as a sudden, unexpected state of affairs requiring the immediate use of City resources.

ARTICLE III - UNION SECURITY AND RIGHTS

Section 3.1 Dues and Voluntary Fair Share Check-Off

While this Agreement is in effect, the City will deduct the appropriate biweekly amount of dues or voluntary fair share fees from each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. Check-off authorization forms shall be supplied by the Union. The City will honor all executed check-off authorization forms received no later than ten (10) working days (i.e., days the City's administrative offices are open) prior to

the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the City to the Union by the tenth (10th) of the following month, together with a list of employees for whom deductions have been made. Dues and voluntary fair share fees deducted shall be sent to the official address designated in writing to the Employer by the Union. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Dues or voluntary fair share shall be withheld and remitted to the Union unless or until such time as the City receives ten (10) working days written notice of a revocation of dues and voluntary fair share check-off from an employee, or other timely notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues and voluntary fair share not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. The City shall provide the Union with a copy of any revocation of dues deduction authorization within seven (7) calendar days of the date the revocation is received by the City. Semiannually, the City shall provide the Union with a list of all employees in the bargaining unit, their fair share/dues status, and the amount paid in the previous six-month period. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII (No Strike-No Lockout).

The actual dues and voluntary fair share amounts to be deducted shall be certified in writing to the City by the Union. Dues and voluntary fair share fees shall each be uniform in dollar amount for all employees in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amounts of its regular monthly dues and voluntary fair share fees once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues or voluntary fair share fees to be deducted.

Section 3.2 Fair Share

During the term of this Agreement, bargaining unit members who are not members of the Union may, on a voluntary basis pay a uniform fair share fee to the Union for collective bargaining and contract administration services rendered by the Union, provided that the fair share fee shall not exceed the dues attributable for being a member of the Union. A check-off authorization card will be required for the voluntary withholding of fair share fees. The Union shall periodically submit to the City a list of employees covered by the Agreement who are not members of the Union. The fair share fee shall not include contributions related to the election or support of any candidate for political office, or for any member-only benefit.

It is specifically agreed that any dispute a fair share fee payer may have with the Union concerning the amount of the voluntary fair share fee and/or the responsibilities of the Union with respect

to fair share payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 3.3 Bulletin Board

The Employer shall provide space for one Union bulletin board at 326 Washington Street, 1965 Tappan Street and 1500 Seminary Street. The bulletin boards shall be for the sole and exclusive use of the Union. Postings will not be defamatory, derogatory or inflammatory and political postings will be limited to federal and statewide elections.

Section 3.4 Union Indemnification

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

Section 3.5 Union Officials

The Union shall advise the City Administration of the names of the Union Stewards. It is expressly understood that the Stewards do not have authority to modify, alter, amend, etc. this collective bargaining agreement.

ARTICLE IV - LABOR-MANAGEMENT MEETINGS

Section 4.1 Meeting Request

The Union and the City agree that, in the interest of efficient management and harmonious employee relations, meetings to be held up to once quarterly at the request of either party or at other times mutually agreed between Union representatives and the Director of Public Works, Human Resources Director and/or the City Manager. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees;
- (d) issues or concerns involving safety.

Section 4.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of adding to or altering any of the terms of this Agreement be carried on at such meetings.

Section 4.3 Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If the labor management meetings are scheduled at the request or consent of the City during the regularly scheduled duty hours of one or two employee Union representatives, and if it is mutually agreed between the Director of Public Works or his/her designee and the Union, such employee Union representative(s) shall be released from duty without loss of pay, provided they shall remain available to return to duty if needed. Normally, up to three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1 General Provisions

- A.) Purpose of Article. The sole purpose of this article is to provide a basis for the calculation of straight time and overtime wage rates. The Employer's pay records, practices, policies and other procedures shall govern the payment of all wages. This Article is intended only as a basis for computing overtime consistent with the provisions of the Fair Labor Standards Act. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Agreement.
- B.) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 5.2 Normal Work Period, Workday and Work Schedule

- A.) For all employees (except those in the Water Treatment Division whose workday and workweek schedules shall continue as per current or agreed upon practice), the workday and workweek shall be according to the following schedule:

Monday through Friday – 7:00 am to 3:30 pm, except as follows:

1. The City may schedule up to two (2) bargaining unit employees from the Parks Division (one (1) employee whose regular schedule is as set forth in number 7 below and one (1) employee to train "the Saturday" employee and be scheduled for up to one (1) special event per year) and up to two (2) bargaining unit employees from the Street Division (one (1) employee whose regular schedule is as set forth in number 8 below and one (1) employee to train "the Sunday" employee and be scheduled for up to one (1) special event per year) for eight (8) hours that begins at 6:00 am on Saturday and Sunday at straight time (unless a holiday falls on the weekend, at which point it shall be paid at double time for all hours worked.)

- a. In the absence of the employees set forth in numbers 7 and 8 below whether the absence is due to position vacancy, benefit time usage, or approved leave of absence, the work hours for the positions set forth in number 1 above will be staffed by seeking volunteers first and then using a rotating inverse seniority list. A minimum of two (2) weeks' notice will be provided for staffing vacations with a one (1) week notice for all other situations. If proper notice is not provided, the City shall fill the absence by using the overtime rotation process.
 - b. The two (2) employees referenced in this section shall include the employees in the positions referenced in numbers 7 and 8 below. The positions referenced in numbers 7 and 8 are on a trial basis. If it is reasonably determined by the Director of Public Works that the proposed schedule is not providing the necessary workforce, numbers 1, 7, and 8 revert to the language agreed between the parties prior to their 2014 agreement, including the practice of using a rotating scheduling list with the exception that there will be only one (1) employee scheduled to work the weekend hours and one (1) additional employee when there is a special event, up to one time per year.
2. The City may schedule up to five (5) employees for ball field maintenance for up to eight (8) hours that may begin as early as 5:00 am on Saturday and Sunday. Hours worked shall be paid on straight-time rate on Saturday and at the overtime rate on Sunday (unless a holiday falls on the weekend, at which point it shall be paid at double time for all hours worked.)
3. For street sweeping operations within the Street Division, the City may schedule one (1) employee on Monday and one (1) employee on Friday to work from 3:00 am until 11:30 am, at any time throughout the year. Prior to the beginning of and before the end of the street sweeping season each year, the City will notify the Union at least five (5) working days in advance.
4. In the Fleet Maintenance Division, the City may schedule one (1) employee from 6:30 am to 3:00 pm, Monday through Friday, between October 1st and November 30th.
5. In the Wastewater Division, the City may schedule one (1) employee Saturday and Sunday year-round for up to three (3) hours that may begin as early as 6:00 am. In such instances, the scheduled employee shall leave early during the same FLSA work week for up to three (3) hours, such day to be approved by the supervisor.
6. The City may schedule up to two (2) employees in the Parks Division to work 5:00 am to 1:30 pm, Monday through Friday in the month of November.
7. The City may regularly schedule up to one (1) employee in the Parks Division to work Tuesday through Friday, 7:00 am to 3:30 pm and Saturday, 6:00 am to 2:30 pm. Such employee is disallowed from taking compensatory time on a Saturday. It is expressly

agreed that this person shall be one of the next full-time employees hired after the ratification date of this agreement for the Parks Division. Thereafter, if said employee is promoted, transfers to another position, or is no longer employed by the City, the City may temporarily fill this position via the rotation system in effect prior to the start of this Agreement and will hire another employee for this position as soon as practicable.

8. The City may regularly schedule up to one (1) employee in the Streets Division to work Sunday, 6:00 am to 2:30 pm and Monday through Thursday, 7:00 am to 3:30 pm. Such employee is disallowed from taking compensatory time on a Sunday. It is expressly agreed that this person shall be one of the next full-time employees hired after the ratification date of this agreement for the Streets Division. Thereafter, if said employee is promoted, transfers to another position, or is no longer employed by the City, the City may temporarily fill this position via the rotation system in effect prior to the start of this Agreement and will hire another employee for this position as soon as practicable.

9. The City, in an effort to accommodate employee training, may discuss with the employee and/or Union alternate work hours and/or compensation in accordance with FLSA standards, rather than CBA standards in order to effectuate training in the most cost-effective manner.

As referenced in numbers 1 and 7 above, when a Parks employee is scheduled to work on a Saturday, the employee will take off the same amount of work hours on one day (Monday, Tuesday, Wednesday, Thursday) of the same FLSA week. During January, February, March and April, an employee may request Friday. The day off shall be selected by the employee with the approval of the Supervisor, such approval not to be unreasonably denied

As referenced in numbers 1 and 8 above, when a Streets employee is scheduled to work on a Sunday will be off the Friday of the same FLSA week. An employee may select a different day off during the same FLSA week with the approval of the Supervisor, such approval not to be unreasonably denied.

B.) Water Treatment Division Hours - In the Water Treatment Division, the City may schedule employees to cover two (2) shifts (7:00 am – 3:30 pm and 3:00 pm – 11:30 pm) Sunday through Saturday. Due to the unique hours and operations of the Water Treatment and Wastewater Treatment Divisions of Woodstock Public Works, holidays shall be kept off of the overtime rotation lists for these two (2) divisions only. If a holiday falls during an employee's normal work schedule, then he/she is responsible to either work such holiday or find another qualified employee to work for him/her. This shall only apply to the Water Treatment and Wastewater Treatment Divisions and shall not affect any other division within the Woodstock Public Works Department.

C.) Lunch Period - Employees will receive a ½ hour unpaid lunch. Employees will be permitted up to 10 minutes of drive/wash-up time in addition to the unpaid lunch period. Furthermore, where the City determines that employees work through their lunch period,

employees may be allowed to leave work 30 minutes early, take a later lunch period, or shall be compensated at the appropriate rate of overtime, as determined by the supervisor, should an employee not be authorized to leave early or take a later lunch period. Any lunch provided during off-site training sessions shall satisfy the lunch period requirement referenced herein.

D.) Breaks and Clean up Time - Employees will be provided with a fifteen (15) minute paid work break in the morning and a ten (10) minute paid work break in the afternoon. Breaks are to be taken at a time designated by the Supervisor but generally will be in the middle of the morning and in the middle of the afternoon. Employees are allowed a ten (10) minute clean-up period before the end of the workday. An employee shall not receive additional compensation if they do not take the breaks and/or clean-up time.

Section 5.3 Overtime Pay

When a bargaining unit member works more than eight (8) hours in a workday or forty (40) hours in a seven (7) day work period, he/she shall be paid at a rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for each overtime hour worked, unless hours are to be paid at double (2) time as provided elsewhere within this agreement. Overtime pay shall be received in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). Use of paid benefit leave (e.g. vacation, floating holiday, compensatory time and sick leave) will be considered as time worked for purposes of determining overtime pay as well as any other paid time off.

For scheduled or unscheduled overtime, a paid fifteen (15) minute break shall be available upon completion of every four (4) hours of overtime worked. Such paid breaks shall be in lieu of unpaid lunch periods; therefore no unpaid lunch period will occur during scheduled or unscheduled overtime. It shall be the employee's choice to take the break with the understanding that breaks are to be taken at a time designated by the Supervisor. An employee shall not receive additional compensation if he/she does not take the break(s.)

Section 5.4 Overtime Assignments

The City Manager, Deputy City Manager, Public Works Director, Assistant Public Works Director, supervisor or their designee(s) shall have the right to designate overtime work and bargaining unit members may not refuse overtime assignments without good cause. The employer may request documentation of good cause. The following shall apply to overtime assignments:

- A.) In general, bargaining unit members already assigned to a task and activity shall be utilized to complete work in progress, if overtime is assigned by the City.
- B.) Specific bargaining unit members may be assigned for overtime work based on specific skills, qualifications, ability and experiences suitable to the task to be performed at the reasonable discretion of the Public Works Director or his/her designee.
- C.) When the City assigns overtime to bargaining unit members, such overtime shall be assigned on a rotating basis according to Section 5.5 of this Agreement.

Section 5.5 Rotation of Overtime Assignments

It is the intent of the Department of Public Works to assign overtime to employees in an equitable manner via a rotating list. As stated in the Section 5.4 above, the City reserves the right to assign overtime based on specific skills, qualifications, ability and experiences suitable for certain tasks.

A. Eligibility

This procedure for assigning overtime applies to all non-exempt employees, bargaining unit or otherwise, in each of the divisions of the Public Works Department.

B. Definitions

The Department of Public Works will maintain two (2) separate overtime assignment rotation lists initially sorted by seniority, based on hire date; one (1) list will be Division specific and the second will be a list containing all Public Works employees. The lists will contain all bargaining unit employees in each of the divisions of the Public Works Department and two (2) contact telephone numbers, if provided by the employee. The divisions are defined as:

- Parks Division
- Streets Division
- Sewer and Water Maintenance Division
- Fleet Maintenance Division
- Wastewater Treatment Division
- Water Treatment Division

Division specific overtime assignments may occur when the nature of the work to be performed has historically been done by a specific division. Non-division specific overtime assignments may occur when the nature of the work to be performed has historically not been assigned to any specific division.

C. Procedure

Overtime will be assigned by following the procedure below and calling the employees on the applicable lists at the telephone numbers listed. No answer at both numbers, if applicable, will be considered a denial of overtime assignment (with/without good cause to be determined later), causing rotation to the bottom of the list, and the next employee on the list to be called. Per Section 5.4 above, bargaining unit members may not refuse overtime assignments without good cause.

When assigning overtime, the respective division specific list(s) will be exhausted before the non-division specific list is used. Both lists will be maintained in a rolling manner with the names moving from the top of the list to the bottom of the list once an overtime assignment occurs, regardless of the assignment being accepted or refused (with or without good cause).

With the exception of weather events or emergency situations, employees off work on benefit time and marked as unavailable will not be called for overtime assignments, but will be included in the rotation by moving to the bottom of the list if an assignment were to arise for which they were unavailable. The applicable division specific list(s) will be updated and rotated following the occurrence of overtime assignments and calls made from the list. The overall (all of Public Works) list will be updated and rotated within the first business day following the occurrence of overtime assignments and calls made from the list.

1. As indicated in Section 5.4 above, for the purpose of assigning division specific overtime, bargaining unit members already assigned to a task and activity shall be utilized to complete the work in progress. Likewise, employees already at work, such as on Saturdays or Sundays, will be used to complete tasks in lieu of placing an overtime assignment call.
2. If the overtime does not involve an overtime assignment as designated in item #1, the on-call person for that division (if one has been designated) shall be the first employee assigned the overtime each time, for the one-week period they remain on-call.
3. If the overtime does not involve an overtime assignment as designated in item #1, or requires more than the on-call person (if one has been designated), employees within the division normally assigned the task shall be assigned the overtime. Overtime assignments will be made to employees on a rotating basis, beginning by seniority as determined utilizing their respective hire dates.
4. If the overtime assignments needs cannot be met within the division, employees from other divisions shall be utilized to complete the task. Overtime assignments will be made to employees qualified to perform the work on a rotating basis, beginning by seniority as determined utilizing their respective hire dates.

Section 5.6 Callback Pay

A callback is defined as a work assignment which does not immediately follow an employee's scheduled working hours. Bargaining unit members who are assigned to continue work beyond their scheduled workday and who do not leave work, shall be paid for the time actually worked, which will not be considered a callback. An employee called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates. Once the employee completes the task for which he/she was called back, he/she shall be released unless additional work arises resulting in additional callback situations prior to the employee completing the original callback duties. For the purposes of this section, callback duties will have concluded after the employee has completed the tasks assigned to the callback situation and the employee departs from the city's facilities.

Section 5.7 On-Call Pay

Employees designated by the City to be on call shall be compensated at a rate of one-hundred

dollars (\$100.00) per week for remaining on call. Employees may trade on-call assignments, so long as they provide notice to the Department Director or whomever he/she designates. On-call pay shall not apply to any situation where employees are given notice of weather conditions which may result in the employee being called into work. An employee on call will not be removed from being on call due to weather bulletins.

Section 5.8 Maximum Hours

Except in an emergency, no bargaining unit member shall work more than sixteen (16) consecutive hours in a twenty-four-hour period.

Section 5.9 Compensatory Time

Where requested by the bargaining unit member, the City shall grant compensatory time for all overtime hours worked. Up to a maximum of forty (40) hours of compensatory time per member, may be carried, at any one time. Bargaining unit members requesting the use of compensatory time shall submit a written request a minimum of two (2) working days/48 hours in advance of the time-off requested except in extenuating circumstances, and such requests may be denied based upon a reason(s) which is neither arbitrary nor capricious. Compensatory time off shall be taken in no less than one (1) hour increments

The granting or denial of compensatory time use shall be up to the Director of Public Works, Assistant Director of Public Works, Supervisor or their designee, such approval not to be unreasonably denied. In no event shall compensatory time be converted to cash compensation, except upon retirement or separation.

Section 5.10 Snow Plan Scheduling Provisions

If an employee is told to not report to work at the start of the scheduled work day due to a snow or ice event or an employee's overtime work period ends during his/her scheduled work period due to a snow or ice event, the employee shall be able to utilize accrued benefit time (except sick time), if he/she desires, to fill in the remainder of the regular work day. Any applicable advance notification and/or minimum increment requirements for usage of comp time and/or vacation time will be waived in such instances. Should an employee not have any accrued benefit time, he/she shall be able to borrow against future accumulation of vacation hours and/or floating holiday hours.

It is expressly agreed that except for disciplinary reasons/suspension, suspensions pending investigation, and/or medical reasons, the only time employees may be told to stay home during their scheduled work periods shall be during snow and ice events. In such events the City will provide the affected employees with as much notice as possible, but no less than twelve (12) hours.

If an employee is told to stay home during his/her workday, the following shall apply:

- A. The employee shall have the option of using accrued vacation, holiday and/or compensatory time to make up the eight (8) straight time hours if he/she so chooses.

- B. The employee shall receive eight (8) hours of either work or pay that day in accordance with this Section. If the employee comes in, he/she shall be compensated at the overtime rate for all hours outside of his/her scheduled time. If he/she begins working and is subsequently sent home, he/she shall be permitted to use accrued benefit time if he/she chooses to do so, to make up the eight (8) hours of straight time, no matter how many hours of overtime he/she has worked. (Attached as Appendix D are some examples of how this process shall be administered.)

The City will provide the Union with the opportunity to comment on the preparation of the annual snow/ice plan (a once a year initiative) each year in a Labor-Management meeting.

ARTICLE VI - SENIORITY, LAYOFF RECALL, AND JOB POSTING

Section 6.1 Definition of Seniority

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of beginning continuous full-time employment in a position covered by this Agreement. Seniority shall accumulate during all authorized paid leaves of absence and during authorized unpaid leaves of absence, suspensions or layoffs of thirty (30) days or less. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence, suspension or layoff of more than thirty (30) calendar days. Conflicts of seniority shall be determined on the basis of the alphabetical order of the employee's last name.

Section 6.2 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of nine (9) months of work. The probationary period may be extended up to three (3) months by the Director of Public Works or his/her designee. Should the Director of Public Works or his/her designee determine to extend the probation of an employee, he/she shall provide a written notice to the employee of the extension and the reasons for the extension. Time absent from duty or not served for any reason (such as, including but not limited to, unpaid leave of absence (including duty-related injury or illness), jury duty, military leave, etc.) shall not apply toward satisfaction of the probationary period, except for holidays, vacation and paid sick leave. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be terminated without cause. Such probationary employee shall have no recourse to the grievance procedure to contest a layoff, termination or extension of probation. Furthermore, there shall be no seniority among probationary employees for purpose of layoffs. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 6.3 Seniority List

On or about November 15 of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and job classification. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Union's receipt of the list. Upon requesting in writing to the Director of Public Works, an updated seniority list will be provided to the Union during the course of the year.

Section 6.4 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement in the affected job classification(s) will be laid off in accordance with their length of service, provided, however, that (1) probationary employees shall be selected for layoff based on relative skill and ability as determined by the Director of Public Works or his/her designee and not based on their seniority, and (2) the remaining employees must be qualified to do the remaining work without further training. If a non-probationary employee is laid off from their job classification, he/she may bump another less senior employee in an equal or lower-rated job classification in the bargaining unit if the City determines in its sole judgment that the employee to be bumped does not have greater skill and ability to carry out the duties of his/her job than the more senior employee. In the event a non-probationary employee is laid off pursuant to this Section 6.4 ahead of a probationary employee who possesses skills or qualifications not possessed by any non-probationary employee, said non-probationary employee(s) shall be given an additional six (6) months (up to a total of twenty-four (24) months) for purposes of recall pursuant to Section 6.5.

Section 6.5 Recall

Employees (including probationary employees) who are laid off shall be placed on a recall list, in the reverse order of their layoff, for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they meet the City's medical, physical fitness, and mental standards and are fully qualified to perform the work to which they are recalled without further training. An employee who is recalled and fails to meet such standards at the time of recall shall be passed over and returned to the top of the recall list; such an employee will be eligible for a second recall for a future vacancy so long as he/she remains on the recall list. An employee's seniority will be terminated if he/she fails such standards upon a second recall.

Employees who are eligible for recall shall be given at least fourteen (14) calendar days' notice of recall (with the first of the fourteen (14) calendar days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy similarly mailed or personally delivered to a designated representative of the Union. The employee must notify the Director of Public Works or his/her designee of his/her intention to return to work within three (3) calendar days after receiving notice of recall (but in no event later than fourteen (14) calendar days from the date of postmark of the notice of recall). The City shall be deemed to have fulfilled its obligations by mailing the

recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Director of Public Works or his/her designee with his/her latest mailing address. If an employee fails to timely respond to a recall notice or if an employee either declines the recall or does not report to work as scheduled, his/her name shall be removed from the recall list. If the City has not heard from the employee within fourteen (14) calendar days of mailing a properly addressed notice of recall, or if the notice is returned as undeliverable by the United States Postal Service, whichever occurs first, the employee's name shall be removed from the recall list.

Section 6.6 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- A.) quits;
- B.) is discharged;
- C.) retires or is retired;
- D.) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Director of Public Works or his/her designee.
- E.) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- F.) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6.5 of this Agreement;
- G.) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months; or
- H.) is absent for three (3) consecutive working days without notification to or authorization from the City, except for good cause shown due to circumstances beyond the control of the employee.

Section 6.7 Job Posting

The City will post, on the Union bulletin boards all bargaining unit job openings. Union openings will not be filled until fourteen calendar days after posting.

Section 6.8 Filling of Vacancies

When the City determines to fill a vacancy in the bargaining unit, the City will select the most qualified employee for said vacancy. When two employees are equally qualified, the City shall select the most senior employee who applies for the position.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.1 Definition

"Grievance" is defined as a dispute or difference of opinion raised under and during the term of this Agreement by a bargaining unit member or Union against the City involving an alleged violation, misinterpretation or misapplication of an expressed written provision of this Agreement.

Section 7.2 Procedure

A grievance filed against the City will be processed in the following manner. The parties may bypass one or more steps of the following procedure by written mutual agreement:

Step 1: The Union or a bargaining unit member may file a grievance by submitting it in writing to the Public Works Director or Assistant Public Works Director within seven (7) calendar days after the occurrence or after the bargaining unit member knew or should have known of the occurrence. The grievance shall specifically state the facts, relevant dates, provision violated and relief requested. The Director or Assistant Public Works Director shall meet to discuss the grievance with the grievant, the Steward and/or a Union Official at a mutually agreeable time within fifteen (15) business days of his/her receipt of the grievance. If no settlement of the grievance is reached, the Director or Assistant Public Works Director will provide a written answer within fifteen (15) business days (Monday through Friday) of the meeting, or if no meeting is held, within fifteen (15) business days (Monday through Friday) of his/her receipt of the grievance.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Human Resources within fifteen (15) business days after receipt of the City's answer in Step 1 or within fifteen (15) business days of when the City's answer in Step 1 was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Director of Human Resources shall meet to discuss the grievance with the grievant, the Steward and/or the Union Official at a mutually agreeable time within fifteen (15) business days of his/her receipt of the grievance. The Director of Human Resources will provide a written answer within fifteen (15) business days of the meeting or, if no meeting is held, within fifteen (15) business days after his/her receipt of the grievance.

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager within fifteen (15) business days after receipt of the City's answer in Step 2 or within fifteen (15) business days of when the City's answer in Step 2 was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The City Manager or his/her designee shall investigate the grievance and, in the course of such investigation, shall meet to discuss the grievance within

fifteen (15) business days with the grievant, the Steward and/or a Union Official. If no settlement of the grievance is reached, the City Manager and/or his/her designee shall provide a written answer to the grievant and a designated Union Official within fifteen (15) business days following the meeting or, if no meeting is held, within fifteen (15) business days after his/her receipt of the appeal.

Section 7.3 Arbitration

If the grievance is not settled in Step 3 and the grievant wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within seven (7) calendar days of receipt of the City's written answer as provided to the Union in Step 3 or within seven (7) calendar days of when the City's answer in Step 3 was due:

- A.) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to alternately strike names from the panel, with the Union striking first. The person remaining shall be the arbitrator.
- B.) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- C.) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- D.) The arbitrator shall submit his/her decision in writing within thirty (30) business days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E.) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- F.) The fees and expenses of the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The cost of a court reporter shall be borne on the party requesting the court reporter with a copy sent to the arbitrator, unless the other party requests a copy in which case the parties shall split the cost.

Section 7.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or court decisions, or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, Union and the bargaining members covered by this Agreement.

Section 7.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the bargaining unit member or Union through the use of reasonable diligence, could have obtained knowledge of the occurrence of the first event giving rise to the grievance.

If a grievance is not presented by the bargaining unit member or the Union within the time limits, it shall be considered “waived” and cannot be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved bargaining unit member may elect to treat the grievance as denied at that step and immediately appeal to the next step based on the time limits set forth in this Article.

Section 7.6 Miscellaneous

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representations made by any member of any bargaining unit or other City bargaining unit member represented by any Union shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Section 7.7 Grievance Form

Any grievance will be addressed using a Grievance Form as a method to track the process.

ARTICLE VIII - NO STRIKE-NO LOCKOUT

Section 8.1 Strikes Prohibited

During the term of this Agreement, neither the Union nor any of its officers or agents, nor any employees covered by this Agreement will, for any reason, instigate, promote, sponsor, aid, condone or engage in any strike, sympathy strike, boycott, secondary boycott, residential picketing or hand-billing, work slowdown, speed-up, sit-down, concerted disobedience of lawful orders of a superior, concerted stoppage of work, concerted refusal to perform overtime, deliberate absenteeism, picketing of any kind or any other intentional interruption or disruption of the operations of the City.

Section 8.2 Violations of This Article

Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. Such discipline may include any, some or all of the employees involved. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent. Any disciplinary action taken by the City for employee activities prohibited by this Article shall not be considered a violation of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 8.3 Union Notification of Employees

The Union agrees to notify all Union Officials and agents of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the City) during any interruption as outlined above. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution, By-Laws, or otherwise.

Section 8.4 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 8.5 Judicial Relief

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the Court in the event the Union or any employees covered by this Agreement violate this Article.

ARTICLE IX - HOLIDAYS AND FLOATING HOLIDAYS

Section 9.1 Holidays

The following are recognized as holidays for bargaining unit members:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

Section 9.2 Eligibility Requirements

Bargaining unit members shall be granted twelve (12) paid holidays annually. Depending on the calendar year and bargaining unit members' work schedules, some holidays may be considered floating holidays, but in total, will be equal to twelve (12) holidays. An annual holiday schedule will be published and distributed to all employees in November of the preceding calendar year. Due to the specific needs of the Department of Public Works, observance of holidays may vary within each division.

"Holiday Pay" shall be based upon the following conditions:

A bargaining unit member who is scheduled to work, but does not work on a recognized holiday, that falls between Monday through Friday, shall be paid the equivalent of straight time earnings.

A bargaining unit member who works on a holiday shall receive double time for the hours worked. A bargaining unit member, who works on a holiday that falls between Monday through Friday, shall also be paid an additional eight hours of equivalent straight time earnings deemed as "holiday pay."

Section 9.3 Floating Holidays

Floating holidays cannot be used in less than half-day (4 hour) increments. Floating holidays not used by December 31st of the year they are granted, are considered forfeited.

ARTICLE X - VACATIONS

Section 10.1 Eligibility and Allowance

The bargaining unit members will earn vacation hours which will be determined by the length of service according to the following parameters: Vacation benefits are earned based on the completion of one (1) full calendar year of service according to the table below. Vacation hours

are prorated at the beginning of the next calendar year, for a first-year employee, based on the employee's hire date.

In the case of a new employee, the employee will be credited with 6.6 hours of vacation leave per completed month of service prior to the commencement of the first full calendar year of service with the City. Vacation leave accrued during this period may be taken, upon completion of the probationary period and with the approval of the Director of Public Works, Supervisor and/or their designee during the first full calendar year (commencing January 1), of service with the City.

As an example, an employee who is employed by the City in the middle of September would be credited with 19.8 hours of vacation (6.6 hours for each of the months of October, November and December). This vacation, however, could not be taken until the employee has successfully completed the probationary period. Thereafter, all vacation time would be earned and taken on a calendar basis.

VACATION SCHEDULE

<u>Number of Completed Calendar Years of Service</u>	<u>Earned Vacation Leave</u>
1	10 Working Days
2 – 5	12 Working Days
6 – 9	15 Working Days
10 – 15	20 Working Days
16 – 20	25 Working Days
21 – 25	28 Working Days
>25	30 Working Days

Vacation time shall not accrue beyond the number of days credited in a one (1) year period. An extension of accrued vacation days used in the next calendar year is strongly discouraged; however should the need arise, requests for an extension must be submitted no later than November 15th of each year to the Department Director and approved by the City Manager. Earned vacation not used and not approved for an extension shall be forfeited. Earned vacation benefits shall not be converted to cash compensation, except upon separation or retirement from the City.

Section 10.2 Scheduling Vacation and Pay

Vacation requests shall be submitted to the employee's immediate supervisor and must be approved by the immediate supervisor and the Department Director. Requests should provide a minimum of one (1) weeks'/seven (7) calendar days' notice to the department. No vacation time shall be granted in less than half-day (4 hour) increments. The vacation schedule shall be arranged in each department that provides for minimum disruption of services. An employee with less than nine (9) months of service with the City is not eligible to use any vacation benefits,

but will still accrue future vacation time. Vacation pay is equivalent to straight-time compensation.

Section 10.3 Vacation Pay at Separation

Accrued vacation time that has been accumulated and not used shall be paid at the time the employer/employee relationship is terminated. Additionally, payment for the accrued time (accrual of the following year's vacation hours) will be paid on a pro-rated basis.

ARTICLE XI - SICK LEAVE

Section 11.1 Purpose and Allowance

Bargaining unit members shall earn sick leave with pay at the rate of one (1) working day for each full month of employment. Accrued sick leave may be taken by a bargaining unit member who is unable to work during their scheduled workday when one or more of the following conditions apply:

- A.) Injury or illness to self
- B.) Injury or illness to a member of their immediate family (as defined below)
- C.) Required medical and/or dental care for self or member of immediate family
- D.) Exposure to a contagious disease
- E.) Pregnancy, if applicable

A member of the immediate family shall be defined to be the employee's spouse, domestic partner, parent, stepparent, mother-in-law, father-in-law, brother, sister, child (including step or adopted), grandparent, or grandchild of the employee and/or the employee's spouse.

To be eligible for sick leave compensation, the bargaining unit member shall notify the Director of Public Works, Assistant Director of Public Works or their immediate supervisor, a minimum of fifteen (15) minutes prior to their scheduled work time excluding exigent circumstances (e.g., auto accident). An accepted medical note by a licensed physician may be required at the discretion of the Director of Public Works, Assistant Director of Public Works, Human Resources Director or their designee by the bargaining unit member under the following circumstances:

- A.) The health or injury related absence lasts more than three (3) days;
- B.) The requested sick leave is immediately before or after a holiday or vacation day; or
- C.) The health or injury occurs frequently or habitually, and the employee has been notified or warned that a physician's note is required.

Section 11.2 Sick Leave Compensation

A bargaining unit member receiving sick-leave compensation shall be paid the equivalent of straight time earnings. Sick-leave compensation shall be paid in no less than one (1) hour increments.

A bargaining unit member shall be entitled to use sick leave benefits for the length of any period of incapacitation by reason of injury or illness while on paid vacation leave; providing however, that the employee substantiates such incapacitation and the reason(s) with a physician's note.

Unused sick leave may accumulate up to a maximum of one hundred (100) days.

Commencing January 2015, once an employee has accumulated the maximum number of hours allowed, he/she shall receive a fifty percent (50%) payout for all hours earned over the allowable accumulation, up to a maximum of forty-eight (48) hours of pay per year. This conversion will apply only so long as the employee maintains the maximum allowable sick leave accumulation and is an employee at the City at the time the payment is made in January of each year. The dollar value of such payout will be mandatorily applied to the employee's share of his/her health insurance premiums, not subject to any applicable payroll taxation unless IRS regulations state otherwise, with any remaining balance to be paid as taxable wages. Employees that do not participate in the City's health insurance plan shall have any applicable payout as taxable wages. Should the employee leave employment for any reason, any funds not applied against health insurance premiums shall be paid as taxable wages. Should a fifty percent (50%) conversion application to insurance premiums become voluntary for other City employees in the future, the employees of this Agreement shall also be extended such option on a voluntary basis.

Section 11.3 Sick Leave Conversion at the Time of Separation

Bargaining unit members shall receive severance pay for unused sick leave in the same manner, under the same circumstances, and at the same rate as those bargaining unit members in the City's Police Department.

The bargaining unit members may utilize tax-deferred options at the time of separation, provided the bargaining unit member chooses this option and provides adequate advanced notice. If payment is made to the bargaining unit member for unused sick time, the portions paid cannot be applied towards IMRF service credit.

ARTICLE XII - ADDITIONAL LEAVES OF ABSENCE

Section 12.1 Unpaid Discretionary Leaves

The City may grant leaves of absence, without pay or salary, to employees for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or other valid reasons (such as prolonged illness of the employee, spouse, or child or children or childbirth). No leave, if granted, shall be for a period exceeding three hundred sixty-five (365) consecutive calendar days. The denial of discretionary leaves shall not be subject to the dispute resolution and grievance procedure of this Agreement.

Section 12.2 Military Leave

Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 12.3 Funeral Leave

Bargaining unit members may be granted up to three (3) days leave with pay in the event of the death of a spouse, parent, (step), in-laws (parents, brother, sister), brother, sister (step/half), child, stepchild, foster child, adopted child, guardian, grandparent, grandchild and spouse (e.g. death in the family).

If any portion of the approved leave falls on a day(s) the bargaining unit member is not scheduled to work, the bargaining unit member will receive compensation only for those days normally worked. Vacations will be extended as a result of a death of an immediate family member occurring during vacation. Should a bargaining unit member need additional time off due to a death of a family member, he/she shall be permitted to use vacation, personal or compensatory time as permitted by the Public Works Director or his/her designee.

Any absence to attend the funeral of anyone who is not a member of a bargaining unit member's immediate or extended family may be arranged with the City, without pay, but previously accrued and unused vacation leave may be utilized in such case with the consent of the Supervisor.

A bargaining unit member shall provide satisfactory evidence of the death and the bargaining unit member's attendance at the funeral, if so requested by the City.

Section 12.4 Jury Leave

An employee required to report for jury duty (including service on a grand jury) shall be excused from work without loss of pay for jury duty which occurs on the employee's scheduled workdays and during the employee's scheduled work hours. An employee shall immediately notify the Director of Public Works or his/her designee as soon as he/she receives a notice to appear as a juror and must provide the Director of Public Works or his/her designee with a copy of the jury summons prior to reporting for jury duty. In order for employees to receive compensation from the City for such jury duty, the employee must sign over to the City any compensation he/she receives for serving as a juror on days for which he/she was scheduled to be on duty, provided the employee may keep travel reimbursement he/she receives from the court for jury duty.

Section 12.5 Application for Leave

Unless otherwise required by law, any request for a leave of absence other than funeral leave under this Article shall be submitted in writing by the bargaining unit member to the City or its designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence, if granted, will be furnished to the employee and Union by the City and it shall be in writing.

Section 12.6 Benefits While on Leave of Absence or Layoff

Unless otherwise required by law, and consistent with but not limited to Sections 6.1, 10.1, and 11.1 of this Agreement, length of service and other benefits shall not accrue for an employee who is on approved unpaid leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon return from leave the City shall place the employee in his or her previous assignment, if vacant. If not vacant, an employee returning from leave will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is no work available for the bargaining unit member, he/she shall go directly on layoff.

During an approved FMLA leave of absence or other type of discretionary leave of absence (if applicable), whether paid or unpaid, a bargaining unit member shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for any applicable coverage change(s) and arrangements to pay his/her portion of the insurance premium involved. Following the expiration of an approved FMLA leave of absence, other type of discretionary leave of absence (if applicable), or during layoff under this Agreement, a bargaining unit member shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for any applicable coverage change(s) and arrangements to pay the entire insurance premium involved (with any applicable COBRA charges), including the amount of the premium previously paid by the City.

ARTICLE XIII - WAGES

Section 13.1 Base Wages

Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached hereto and incorporated herein as Appendix A and C, with increases retroactive to May 1, 2018. Due to the changes to the wage schedule agreed to by the parties, all bargaining unit employees will initially be slotted into the revised wage schedule as identified in Appendix C. Retroactive compensation will be paid within sixty (60) days of the ratification of this Agreement by both parties, on all hours worked or compensated for employees employed in the bargaining unit on the date this Agreement is signed by both parties. Appendix B specifies the employees' job classifications and their corresponding pay grades. Appendix C includes a list of all current bargaining unit employees and their job classifications, as well as the employees' slotting placement into the revised wage schedule.

The City's step pay plan will remain in effect for all bargaining unit members. Except as otherwise noted and agreed to by the parties, bargaining unit members shall progress through the wage

schedule as identified in Appendix A and C for the term of this contract. Except as otherwise set forth herein (e.g. promotions, step-up pay, etc.), pay rate adjustments will become effective at the start of the fiscal year (i.e., May 1st). An employee hired prior to November 1st will receive a step increase on the next May 1st; an employee hired on or after November 1 will not receive a step increase on the next May 1st, but will wait instead to the following May 1st to progress to the next step in their pay grade.

For example, an employee hired on November 1st, 2020 would not receive a step increase on May 1st, 2021 but would have to wait until May 1st, 2022 before receiving their first step increase. If the employee was hired on October 31st, 2020 or earlier in the fiscal year, then the employee would receive their first step increase on May 1st, 2021. An employee hired at any time during the fiscal year will still receive a COLA adjustment on May 1st.

Section 13.2 Evaluation Requirement

The bargaining unit member must receive a satisfactory performance evaluation as defined by the City's performance tool. With a satisfactory evaluation, the employee will be advanced as indicated in Appendix A on May 1st of each fiscal year during the term of this agreement.

Section 13.3 Promotions

A bargaining unit member promoted from a lower pay grade to a higher pay grade shall be slotted into the next highest step that affords him/her no less than a three percent (3%) pay rate increase. Promotions may occur at any time throughout the fiscal year.

Section 13.4 Step-Up Pay

A bargaining unit member who performs the duties of a higher pay grade pursuant to an express written assignment for five (5) consecutive work days, shall be paid at the appropriate rate of pay (the next highest step which results in no less than a three percent (3%) increase in pay) of the grade in which he/she performs the work for all hours worked in said grade.

Section 13.5 Eligibility for Merit Based Promotion

This promotion program shall apply to employees eligible for promotion from Maintenance Worker I to Maintenance Worker II, Water Meter Technician I to Water Meter Technician II, or Mechanic I to Mechanic II. A full-time employee with at least two (2) years of full-time service in the City's Public Works Department will be promoted from the level I position to the level II position in the event he/she meets all of the criteria listed below:

- A. Prior to the time he/she is seeking promotion, the employee has held the corresponding level I position for a minimum period of two (2) years as of the time he/she is eligible for promotion to the corresponding level II position.
- B. The employee is certified by the division Superintendent/Supervisor that he/she is proficient and capable in the operation of all division specific equipment and possesses the skills and proficiency required of the level II position. It is expressly understood that all employees who so request shall be given every reasonable opportunity to succeed in

gaining the necessary proficiencies, classes and capabilities in order that they become qualified for promotion subject to reasonable budgetary constraints.

- C. The employee has achieved an overall review rating of 3.5 or greater on performance reviews and a rating of 3.0 or greater in all review categories on each of the two (2) most recent annual performance evaluations conducted prior to the time he/she is eligible for promotion. Effective the first full pay period after this Agreement is signed by both parties, performance ratings below these requirements shall be subject to the Grievance Procedure as indicated in Article VII of this Agreement except the performance review rating may be overturned only upon a showing by the Union that the review rating was made in an arbitrary and capricious manner. Additionally, if the grievance is advanced to arbitration (step 4), the parties agree that the presiding Arbitrator shall be Edwin H. Benn, and the losing party shall pay the full cost of the arbitrator and court reporter fee.
- D. The employee has a work record/personnel file that is free of any record of disciplinary action resulting in a written warning or greater within the two (2) year period immediately prior to the time he/she is being promoted.
- E. The employee has not abused the sick leave benefit within the two (2) year period immediately prior to the time the employee is being promoted.
- F. The employee has successfully completed coursework as outlined below:
 - (a) Maintenance Worker I to Maintenance Worker II or Water Meter Technician I to Water Meter Technician II – The employee seeking promotion shall meet with his/her supervisor and the Director of Public Works to mutually agree upon specific courses to be taken and complete and present proof of a grade C or better or pass (on a pass/fail scale) in two (2) such previously approved courses. Coursework may be taken on work time if held during the day and benefit time is taken, or if held during the evenings, will be taken on the employee's own time. However, in either circumstance, the City shall reimburse the employee the amount paid for all course work as long as the minimum grade requirement is met.
 - (b) Mechanic I to Mechanic II –The employee seeking promotion shall meet with his/her supervisor and the Director of Public Works to mutually agree upon two (2) specific courses/modules to be taken within the Automotive Service Excellence (ASE) program. The employee must then complete and present proof of completion in the previously agreed upon area(s) of certification and/or expertise. Coursework may be taken on work time if held during the day and benefit time is taken, or if held during the evenings, will be taken on the employee's own time. However, in either circumstance, the City shall reimburse the employee the amount paid for all coursework and testing fees as long as the certification(s) is successfully obtained.

An employee seeking promotion shall notify his/her supervisor and the Director of Public Works in writing of his/her interest in such no later than January 15th to be considered for promotion within the subsequent fiscal year. After meeting all eligibility requirements for promotion as outlined above and presenting proof of eligibility, eligible employees will be promoted to the level II position. When an eligible employee is promoted, said promotion shall be effective the first full pay period following presentation of proof of eligibility.

Upon meeting all the requirements for promotion listed in A through F above, the Maintenance Worker I, Water Meter Technician I, or Mechanic I will be promoted and placed into the next higher step within the Maintenance Worker II, Water Meter Technician II, or Mechanic II wage schedule that provides the employee with at least a 3% pay rate increase.

Employees must maintain satisfactory performance upon promotion and any certifications required for promotion must be maintained. Any employee who was promoted under this Section and who has served in the Maintenance Worker II, Water Meter Technician II, or Mechanic II classification for two (2) or less years (which is intended to include no less than two (2) annual reviews) and who has consecutive years with any rating less than 3.0 in any category of his/her annual review, shall be returned to the Maintenance Worker I, Water Meter Technician I or Mechanic I classification to the step that they would have occupied had they not been promoted, and then will be eligible for reconsideration in subsequent years, pursuant to the terms of the program identified above. Thereafter, the employee will be eligible for consideration for a step adjustment following twelve (12) months of satisfactory performance in the Maintenance Worker I, Water Meter Technician I, or Mechanic I position. Section 13.5 shall be subject to the Grievance Procedure as indicated in Article VII of this Agreement with the exception of the Grievance Arbitration Procedure outlined in Section 13.5 C. above.

ARTICLE XIV - UNIFORM ALLOWANCE

Section 14.1 Uniform Allowances

The outermost article of clothing worn by a bargaining unit member when they are “on duty” and being paid for their services, shall be the one that has been provided by the City with a “Woodstock Public Works” identification embroidered onto it. If other issued clothing (safety vests, safety coats, raincoats, etc.) must be worn, the layer of clothing under that article shall be one that has been provided by the City with a “Woodstock Public Works” identification embroidered onto it. Bargaining unit members shall not alter the uniforms that have been provided by the City (i.e. remove sleeves, write on them, etc.)

New hires will receive a select number of each garment as determined by the division supervisor upon successful completion of their probationary period. After that time, uniforms will be replaced at the same frequency as existing employees. That program is based upon replacement of existing garments and will be administered as follows:

The City will replace garments (i.e. t-shirts, sweatshirts, jackets, etc.) as they wear out. If a bargaining unit member has a garment that has been provided by the City of Woodstock which, because of its condition, no longer portrays a positive image of the Department of Public Works, they can submit that garment to their supervisor who will determine whether or not it will be replaced. The supervisor will take possession of the used garment at the time that a new or replacement garment is received.

Section 14.2 Return of Uniforms and Equipment

Upon separation from employment by the City, bargaining unit members will be responsible for the return of uniforms and equipment purchased with City funds or issued directly by the City in good condition, less normal depreciation and destruction in the course of employment.

ARTICLE XV - HEALTH INSURANCE

Section 15.1 Health Insurance

The Union and the City acknowledge the continuing need for hospitalization, medical and dental insurance with appropriate levels of coverage and at affordable rates. The City shall make available to bargaining unit employees and their dependents the same group health and hospitalization and dental insurance coverage and plan design components as are provided to other City employees, including those bargaining unit employees in the City's Police Department. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums paid by the retired employee in accordance with applicable state and federal law.

Section 15.2 Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage as long as such changes are applicable to all other eligible City employees, including those bargaining unit employees in the City's Police Department. In an effort to contain costs, the City may institute medical and dental plan design changes subject to the following:

- The City reserves the right to take reasonable steps (subject to Article VII – Grievance Procedure) to comply with the Patient Protection and Affordable Care Act (PPACA) and all other state and federal laws governing health insurance related plans.
- In/out of network coverage differentials shall be no less than 80% (in)/60% (out).
- Effective January 1, 2019, in network calendar year deductibles cannot exceed \$1,500 per person with a maximum of three (3) per family.
- Effective January 1, 2019, out of network calendar year deductibles cannot exceed \$3,000 per person with a maximum of three (3) per family.
- Emergency Room Co-pay may not exceed \$250 per visit.

- Prescription Plan co-pays may not exceed \$15/\$45/\$65 (mail order \$25/\$85/\$125) for a 3-tier plan or \$13/\$40/\$80/\$155 (mail order \$25/\$75/\$155/n/a) for a 4-tier plan. A mandatory generic overlay or mandatory generic substitution may not be applied during the term of this Agreement.
- The City reserves the right to offer an option of a High Deductible Health Plan (HDHP) and/or a Health Savings Account (HSA) Health Plan that is not subject to the limitations stated above.

If the medical plan design components listed directly above, applicable to all other eligible City employees, are changed or eliminated from the collective bargaining agreement that covers the bargaining unit employees in the City's Police Department then those changes and/or eliminations are automatically incorporated into this Agreement.

Section 15.3 Terms of Policies to Govern

The extent of coverage under the insurance referred to in Section 15.1 shall be exclusively controlled by the applicable plan documents, and bargaining unit employees shall be provided with the same coverage provided to all other non-Local 150 personnel at the City including those bargaining unit employees in the City's Police Department. The City agrees to assist employees, in a liaison capacity only, regarding communicating coverage questions to the insurance carrier. Any questions concerning coverage shall be resolved in accordance with the terms and conditions of said policies and shall not be subject to the grievance procedure set forth in this Agreement.

Section 15.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence, other than approved leave under the City's Family and Medical Leave (FMLA) Policy, or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 15.5 Health Insurance-Employee Contributions

Effective the first full pay period after the date of execution of this Agreement by all parties, employees shall contribute to Health and Dental insurance premiums in accordance with the following:

2018 & 2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
18%	20%	20%	20%	20%	20%

Employees who participate in Wellness programs and attain established wellness targets will be incentivized for their efforts. There will be at least a 2% discount of the premium cost for those members who choose to participate in the annual Wellness program minimum requirements (election of services determined and selected by the participating member.)

Section 15.6 Flexible Spending/Section 125 Plan

Bargaining unit members may continue to participate in the City's Benefits Salary Reduction plan, in which they may pay their share of insurance premiums, other reimbursable out-of-pocket medical costs, as well as eligible dependent care expenses with pre-tax dollars to the extent allowable by law.

Section 15.7 Waiver of Insurance

Any bargaining unit member shall have the option to waive the right to receive medical and dental insurance coverage under the terms of this Section. If a bargaining unit member waives any such insurance coverage but thereafter chooses to reverse his/her decision, the reinstatement of such insurance coverage shall be contingent upon the bargaining unit member's insurability and shall also be subject to such conditions, limitations and restrictions as the City's insurers may prescribe as a consequence of the bargaining unit member's prior waiver and non-coverage.

Section 15.8 Life Insurance

The City shall continue to provide basic life insurance for full-time employees and their eligible dependents. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and bargaining unit employees shall be provided with the same City-paid basic life insurance coverage provided to non-Local 150 personnel at the City.

Section 15.9 Hepatitis Vaccine

The City shall, at its expense, provide hepatitis vaccine inoculations to any bargaining unit member whose job responsibilities bring him\her in contact with raw sewage.

ARTICLE XVI - DISCIPLINE

Section 16.1 Discipline

As a matter of policy, the City recognizes the principles of progressive and corrective discipline, where applicable. Nothing, however, shall preclude the City from seeking discipline commensurate with the offense up to and including discharge for just cause. Discipline shall only be issued for just cause.

Section 16.2 Removal of Discipline

Written reprimands shall be removed from a bargaining unit member's file after thirty-six (36) months, but retained by the City, provided the conduct which led to the reprimand has not reoccurred during that time period.

ARTICLE XVII - GENERAL PROVISIONS

Section 17.1 Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 17.2 Ratification and Amendment

This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 17.3 Fitness Examinations

The City may require, at its expense (to the extent not covered by insurance), that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City if there is any question concerning an employee's fitness for duty or fitness to return to duty. The City may also require any or all employees to take a complete physical exam as often as once a year. All physical examinations may include employee drug or alcohol testing when testing for fitness to return to duty or when appropriate under applicable policies (see Section 17.5).

Section 17.4 Physical Fitness Examinations

In order to maintain and improve efficiency in the Public Works Department, to best protect the public and to reduce insurance costs and risks, the City may establish reasonable physical fitness requirements for employees, which may include individualized goals and minimum fitness standards. All employees may be required to participate in any such program. Employees who fail to meet minimum fitness standards or who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge. The City will meet with Union representatives in accordance with Article IV to discuss reasonable physical fitness requirements prior to their implementation or alteration.

Section 17.5 Drug and Alcohol Testing Policies

The City shall implement a drug and alcohol testing policy for employees with commercial driver's licenses (CDL's) consistent with applicable federal law. Other drug and alcohol testing shall be administered in accordance with applicable City policies.

Section 17.6 Outside Employment

It is understood that the City is the employee's primary employer and hours and schedule flexibility of any outside employment must be secondary to their obligations to the City, including response to callbacks. Employees may hold outside jobs, including self-employment, which will not result in a conflict of interest, infringe on their ability to do their job for the City, negatively reflect upon the City or be prohibited by law. Employees shall notify the Director of Public Works or his/her designee of any ongoing outside employment (name, address, phone number) where they can be contacted when necessary for callbacks.

Section 17.7 Rules and Regulations

The Union acknowledges the right of the City to make, alter, interpret and enforce rules, orders and policies as it deems appropriate, consistent with the Management Rights Article of this Agreement. Other than in an emergency situation, where the City seeks to add to, modify, alter, change, delete, or otherwise amend or supplement the existing written policies, procedures, rules, regulations, orders or directives of the City or the Public Works Department which directly relate to and significantly affect terms and conditions of employment for employees covered by this Agreement, the City shall notify the Union in writing of the proposed change(s), at least ten (10) days prior to the effective date of the modification, and shall provide a reasonable opportunity to the Union during the 10-day notice period to meet and discuss with the City the proposed modification. Any meeting that occurs pursuant to this Section shall be in the form of a labor-management conference pursuant to Article IV of this Agreement.

Section 17.8 Maintenance of Specific Working Conditions

During the term of this Agreement, the City will continue to follow existing Personnel Policy Manual provisions (as last amended December 2005) relative to the payment for commercial driver's licenses.

Section 17.9 Use of Electronic Communication Devices

At no time shall an employee covered by this collective bargaining agreement operate heavy equipment or vehicles while using a personal electronic communication device.

Section 17.10 Unsafe Conditions

Bargaining unit members who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

Section 17.11 Maintenance of Benefits

The City agrees to continue for the term of this contract to provide bargaining unit members with the following benefits as permitted or modified by applicable laws and/or regulations:

- A.) Prescription Drug Card
- B.) Group Vision Coverage (Employee Paid Premiums)
- C.) Additional Group Life Insurance (Employee Paid Premiums)
- D.) AFLAC Supplemental Insurance (Employee Paid Premiums)
- E.) IMRF Death Benefits
- F.) Credit Union Membership
- G.) Direct Payroll Deposit
- H.) Section 125 "Cafeteria" Flex Plan Tax Savings and Debit Card
- I.) Discounted Woodstock Recreation Center Membership
- J.) Nationwide (NRS) Deferred Compensation Plan Membership
- K.) Employee Assistance Program

- L.) \$100 Annual Reimbursement for a Health-Club Membership
- M.) Tuition Reimbursement for Approved Classes

ARTICLE XVIII - SUBCONTRACTING

It is the general policy of the City of Woodstock to continue to utilize employees to perform work they are qualified to perform. However, the City of Woodstock reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency as long as such subcontracting does not result in a layoff of any bargaining unit position or a reduction in normal hours of work without first providing the Union thirty (30) days' notice and the opportunity to discuss alternatives to the layoffs or reduction of hours with the City.

ARTICLE XIX - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid as unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law, and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall remain in full force and effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XX - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and Union Representative, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.


ARTICLE XXI - DURATION AND TERM OF AGREEMENT

This Agreement shall be effective the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date.


Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 7th day of April 2020.

CITY OF WOODSTOCK:



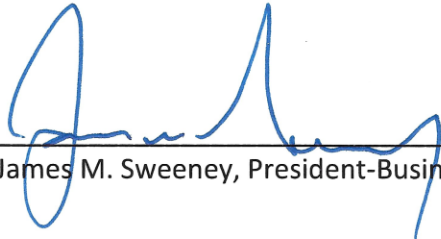
Dr. Brian P. Sager, Mayor



Roscoe C. Stelford, III, City Manager

Date: April 30, 2020

IUOE, LOCAL 150:



James M. Sweeney, President-Business Mgr.



Kenneth E. Edwards, Senior Counsel

Date: April 15, 2020

APPENDIX A – WAGE SCHEDULES

Step and any applicable COLA adjusted at beginning of Fiscal Years

Grade A - Maintenance Worker I & Water Meter Technician I																										
				0.00%				2.25%				2.45%				2.25%			2.25%				2.50%			
																				</						

APPENDIX B – JOB CLASSIFICATIONS AND PAY GRADES

**City of Woodstock Public Works Bargaining Unit Members
May 1, 2018 – April 30, 2024**

<u>Job Title/Classification</u>	<u>Grade</u>
Maintenance Worker I & Water Meter Technician I	A
Maintenance Worker II & Water Meter Technician II	B
Forestry Technician, Crew Leader, Mechanic I, Water Treatment Operator I, & Wastewater Treatment Operator I	C
Mechanic II, Lab Manager, Water Treatment Operator II Wastewater Treatment Operator II, Foreman	D

APPENDIX C – CURRENT EMPLOYEES, JOB CLASSIFICATIONS and SLOTTING

(Accurate as of 04/7/2020)

<u>Employee Name</u>	<u>Public Works Division</u>	<u>Job Title</u>
Devin Smith	Fleet Maintenance	Mechanic I
Matthew Van Auken	Fleet Maintenance	Mechanic I
Christopher Birdsell	Parks & Facilities	Maintenance Worker I
Brandon Eddy	Parks & Facilities	Maintenance Worker II
Philip Lechner	Parks & Facilities	Foreman (Facilities)
Tad Lester	Parks & Facilities	Crew Leader
Stanley Philip Mass	Parks & Facilities	Maintenance Worker II
John Mecklenburg	Parks & Facilities	Foreman (Parks)
Patrick O'Leary	Parks & Facilities	Forestry Technician
Timothy Spring	Parks & Facilities	Maintenance Worker I
Gavin Butenschoen	Sewer & Water	Maintenance Worker I
Christian Castaneda	Sewer & Water	Water Meter Technician II
Stephen Major	Sewer & Water	Foreman
Alex Martenson	Sewer & Water	Maintenance Worker I
Nicholas McCahill	Sewer & Water (Military LOA)	Maintenance Worker II
Gaspar Ortega	Sewer & Water	Maintenance Worker II
Bryant Williams	Sewer & Water	Crew Leader
Judd Chauncey	Split-Parks/Streets	Maintenance Worker I
Carlie Kuehn	Split-Parks/Streets	Maintenance Worker I
Zachary Maxwell	Split-Parks/Streets (Tues-Sat)	Maintenance Worker II
Jeffrey Burgess	Streets	Crew Leader
James Lombardo	Streets	Crew Leader
Mauro Martinez, Jr.	Streets	Maintenance Worker II
Trevor Schacht	Streets	Maintenance Worker II
Mark Stoll	Streets	Maintenance Worker II
Roger Vidales	Streets	Foreman
James Wegener	Streets (Sun-Thurs)	Maintenance Worker I
Wayne Baker	Wastewater Treatment	Lab Manager
Bradley Boettcher	Wastewater Treatment	Plant Operator I
Daniel Bolda	Wastewater Treatment	Plant Operator II
Adam Sheahan	Wastewater Treatment	Plant Operator I
Henry Vidales	Wastewater Treatment	Plant Operator I
Adam Garrison	Water Treatment	Plant Operator II
Thomas Hoffman	Water Treatment	Plant Operator II
Shane Scarpace	Water Treatment	Plant Operator II
Timothy Whiston	Water Treatment	Plant Operator I

APPENDIX D – SNOW PLAN SCHEDULING PROVISION EXAMPLES

Example 1 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. On Tuesday evening, his supervisor calls him/her and tells him/her not to come in at 7:00 am on Wednesday due to an anticipated snow event. Instead, he/she is instructed to come in at 3:30 pm. The employee arrives at 3:30pm and works 8 hours, until 11:30 pm. He/she shall be paid at the overtime rate for all 8 hours. Additionally, he/she shall, at his discretion, be able to use accrued vacation, holiday, and/or compensatory time (including any compensatory time he/she earned that evening) to backfill any or all of his 8 straight time hours. In this instance, assuming he/she chose to backfill his 8 straight time hours, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 40 straight time hours and 8 overtime hours.

Example 2 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. On Tuesday evening, his supervisor calls him/her and tells him/her not to come in at 7:00 am on Wednesday due to an anticipated snow event. Instead, he/she is instructed to come in at 3:30 pm. The employee arrives at 3:30pm and works 4 hours, until 7:30 pm and is then sent home. He/she shall be paid at the overtime rate for all 4 hours. He/she shall also be paid 4 straight time hours. Additionally, he/she shall, at his discretion, be able to use accrued vacation, holiday and/or compensatory time (including any compensatory time he/she earned that evening) to backfill any or all of his remaining 4 straight time hours. In this instance, assuming he/she chose to backfill his 8 straight time hours, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 40 straight time hours and 4 overtime hours.

Example 3 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. Later Tuesday evening, his supervisor calls him/her and tells him/her to come in as soon as possible. He/she arrives at 9:00 pm. The employee works 16 hours, with a 30-minute unpaid meal period during his scheduled shift and is sent home at 1:30 pm on Wednesday. He/she shall be paid at the overtime rate from 9:00pm on Tuesday through 7:00 am on Wednesday. He/she shall be paid at the straight time rate from 7:00 am through 1:30 pm on Wednesday (less a 30-minute unpaid meal period). Additionally, he/she shall, at his/her discretion, be able to use accrued vacation, holiday, and/or compensatory time (including any compensatory time he/she earned the evening before) to fill any or all of his remaining 8 straight time hours on Wednesday, i.e., from 1:30pm to 3:30pm. In this instance, assuming he/she chose not to fill his 8 straight time hours with accrued time, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 38 straight time hours and 10 overtime hours.